



# FACSIMILE

DATE: August 05, 2004  
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U.S. Serial No.: **09/909,673**

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Attached hereto is/are the following documents:

- 1) Proposed interview agenda

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Proposed agenda for interview in 09/909,673

1. Claims 1, 14, 15, 20, 28, and 38: The applied prior art does not teach licensing a digital work *in accordance with the terms specified in another license*. The examiner has treated the applicants' argument as if it asserted that the distinguishing feature were either "licensing of a digital work" or "licensing of content in accordance with terms." Applicants would like to discuss how the italicized language differs from the examiner's response to the argument.
2. Claims 4, 5, 18, 22, 23, 32, 44, and 45: The applied prior art does not teach that payment is a condition for licensing content. There is a difference between: (a) issuing a license that requires payment as a condition for use, and (b) issuing a license, or not issuing a license, depending on whether there is a payment.
3. Claims 6, 19, 24, 33, and 46: The applied prior art does not teach revoking a license or making a license unusable as a condition for issuing another license.
4. Claim 8: The examiner has not addressed applicant's argument that the applied prior art teaches that rights and content always travel together. Applicant would like to discuss how claim 8 differs from the prior art in this regard.
5. Claim 37: The examiner has not addressed applicant's argument that the applied prior art does not teach a system where content is licensed on a first and second device, but at no computer further down the chain. Applicants would like to discuss how claim 37 differs from the prior art in this regard.